

10-16-98

10-20-1998

FORM PTO-1594  
(Rev. 6-93)

RE



OMB No. 0651-0011 (exp. 4/9)

SHEET  
YU.S. DEPARTMENT OF  
Patent and Trademark

Tab settings

100853210

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Fleet Capital Corporation

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State (DE)  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Security Interest

Execution Date: July 30, 1998

2. Name and address of receiving party(ies)

Name: Huffman Koos, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2501 Oregon AvenueCity: Lancaster State: PA Zip: 17605

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation State Delaware  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or trademark

A. Trademark Application No.(s)  
Please See Attached Schedule AB. Trademark Registration  
Please See Attached Schedule AAdditional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Reserve Corp

Internal Address: \_\_\_\_\_

Street Address: 400 Seventh St NWSuite 101City: Washington State: DC ZIP: 200046. Total number of applications and registrations involved: 47. Total fee (37 CFR 3.41) \$115.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

10/19/1998 JSHABAZZ 00000055 1823885

DO NOT USE THIS SPACE

01 FC-181 40.00 DP  
02 FC-182 75.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Nancy A. Butler  
Name of Person

Signature

9/2/98  
DateTotal number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 1801 FRAME: 0511

MRD 10-16-98

**SCHEDULE A**  
**TO TRADEMARK SECURITY AGREEMENT**

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. No.</u>
WAYSIDE HOME FASHION CENTER	1,823,885	02/22/94
WAYSIDE OF MILFORD	1,727,663	10/27/92
FLEXI-CHARGE	1,223,664	01/11/83
OUTSVILLE	1,158,596	06/23/81

## RELEASE AND REASSIGNMENT

This RELEASE AND REASSIGNMENT is executed as of July 30, 1998 by Fleet Capital Corporation, a Rhode Island corporation ("Fleet"), as agent of the Lender Group ("Secured Party")

### WITNESSETH:

WHEREAS, Secured Party and HUFFMAN KOOS, INC., a Delaware corporation ("Debtor") are parties to that certain Amended and Restated Trademark Security Agreement dated as of February 19, 1998 (the "Agreement") pursuant to which Debtor incurred certain liabilities to and granted a security interest in and collateral assignment of the "Trademark Collateral" (as defined in the Agreement), including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications as described in Schedule A attached hereto, as security for Debtor's obligations to Secured Party under the Agreement.

WHEREAS, the Agreement was recorded by the Trademark Office on March 19, 1998 at Reel 1702, Frame 0001 therein; and

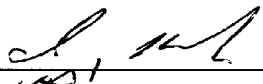

WHEREAS, Debtor has satisfied its obligations under the Agreement and has requested that Secured Party release its security interest in the Trademark Collateral and reassign the same to Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party releases its security interest in and collateral assignment of the Trademark Collateral.
2. Secured Party hereby reassigns, grants and conveys to Debtor, without any representation, recourse or undertaking by Secured Party, all of Secured Party's right, title and interest, if any, in and to the Trademark Collateral appearing in Schedule A and all of the goodwill of the Debtor's business associated with and symbolized by the Trademarks appearing in Schedule A.

IN WITNESS WHEREOF, Secured Party has caused this Release and  
Reassignment to be duly executed by its duly executed officer as of the date first above written

FLEET CAPITAL CORPORATION,  
as agent

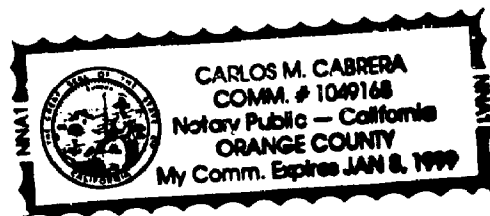
By:   
Title: 

[illegible]

On July 30, 1998, before me, Carlos M. Cabrera, Notary Public, personally appeared Alisa Frederick, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.

Signature



[SEAL]